

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

LAUREN BYRNE *et al.*, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

CITY OF INDUSTRY HOSPITALITY  
VENTURE, INC., *et al.*,

Defendants.

Case No. EDCV 17-527 JGB (KKx)

**JUDGMENT**

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

This matter comes before the Court on Plaintiffs’ Unopposed Motion For Final Approval Of Collective and Class Action Settlement and Unopposed Motion for Attorneys’ Fees, Costs and Expenses, by and through their counsel (“Class Counsel”) for an order and judgment finally approving the Parties’ Stipulation and Settlement Agreement, submitted to the Court on October 4, 2017 at ECF Dkt. No. 64-1 and 64-2 (“Settlement Agreement”) and dismissing with prejudice all claims asserted in this action:

WHEREAS, Plaintiffs Lauren Byrne (“Byrne”), Jenetta L. Bracy (“Bracy”), Jennifer Perez (“Perez”), and Jennifer Disla (“Disla,” collectively “Plaintiffs”), on behalf of themselves and all others similarly situated (the “Class Members”), and

Defendants City of Industry Hospitality Venture, Inc., City of Industry Hospitality Venture, LLC, DG Hospitality Van Nuys, LLC, Farmdale Hospitality Services, Inc., Farmdale Hospitality Services, LLC, High Expectations Hospitality, LLC, High Expectations Hospitality Dallas, LLC, Inland Restaurant Venture I, Inc., Inland Restaurant Venture I, LLC, Kentucky Hospitality Venture, LLC, Kentucky Hospitality Venture Lexington, LLC, L.C.M., LLC, LCM1, LLC, Midnight Sun Enterprises, Inc., Midnight Sun Enterprises, LLC, Nitelife, Inc., Nitelife Minneapolis, LLC, Olympic Avenue Venture, Inc., Olympic Avenue Ventures, LLC, Rialto Pockets, Incorporated, Rialto Pockets, LLC, Rouge Gentlemen's Club, Inc., Santa Barbara Hospitality Services, Inc., Santa Barbara Hospitality Services, LLC, Santa Maria Restaurant Enterprises, Inc., Santa Maria Restaurant Enterprises, LLC, Sarie's Lounge, LLC, The Oxnard Hospitality Services, Inc., The Oxnard Hospitality Services, LLC, Washington Management, LLC, Washington Management Los Angeles, LLC, Wild Orchid, Inc., Wild Orchid Portland, LLC, World Class Venues, LLC, World Class Venues Iowa, LLC, W. P. B. Hospitality, LLC, WPB Hospitality West Palm Beach, LLC, The Spearmint Rhino Companies Worldwide, Inc., Spearmint Rhino Consulting Worldwide, Inc. ("Defendants") have entered into the Settlement Agreement, intending to resolve claims alleged by Plaintiffs that they were not properly paid wages in violation of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA") and state law counterparts, including a representative PAGA action. (*See* ECF Dkt. No. 75, Second Amended Complaint in the above-captioned lawsuit);

WHEREAS, the Settlement Agreement, together with its exhibits, set forth the terms and conditions for a proposed settlement and dismissal with prejudice of this action against Defendants;

WHEREAS, for purposes of settlement only, Plaintiffs seek the final certification of the following opt-out settlement classes pursuant to Fed. R. Civ. P. 23:

1 a. All current and former exotic dancers who worked at any Spearmint  
2 Rhino, Dames N Games and/or Blue Zebra location in the State of California from  
3 any time starting four years prior to February 3, 2017 until the date the case  
4 resolves.

5 b. All current and former exotic dancers who worked at any Spearmint Rhino  
6 location in the State of Florida from any time starting five years prior to February 3,  
7 2017 until the date the case resolves.

8 c. All current and former exotic dancers who worked at any Spearmint Rhino  
9 location in the State of Idaho from any time starting three years prior to February 3,  
10 2017 until the date the case resolves.

11 d. All current and former exotic dancers who worked at any Spearmint Rhino  
12 location in the State of Iowa from any time starting three years prior to February 3,  
13 2017 until the date the case resolves.

14 e. All current and former exotic dancers who worked at any Spearmint Rhino  
15 location in the State of Kentucky from any time starting three years prior to  
16 February 3, 2017 until the date the case resolves.

17 f. All current and former exotic dancers who worked at any Spearmint Rhino  
18 location in the State of Minnesota from any time starting three years prior to  
19 February 3, 2017 until the date the case resolves.

20 g. All current and former exotic dancers who worked at any Spearmint Rhino  
21 location in the State of Oregon from any time starting three years prior to February  
22 3, 2017 until the date the case resolves.

23 h. All current and former exotic dancers who worked at any Spearmint Rhino  
24 location in the State of Texas from any time starting three years prior to February  
25 3, 2017 until the date the case resolves.

26 WHEREAS, for purposes of settlement only, the Plaintiffs also seek final  
27 certification of the following opt-in settlement class pursuant to Section 216(b) of  
28 the FLSA:

1 a. All current and former exotic dancers who worked at any Spearmint  
2 Rhino, Dames N Games and/or Blue Zebra location in the United States from any  
3 time starting three years before February 3, 2017 to the present.

4 WHEREAS, on October 30, 2017 and on November 7, 2017, this Court  
5 entered Orders granting Preliminary Approval of the Settlement (ECF Dkt. No. 74  
6 & 80): (1) asserting jurisdiction over the claims alleged, the Parties in the  
7 Litigation, and the implementation and administration of this Settlement  
8 Agreement; (2) adjudging the terms of this Settlement Agreement to be fair,  
9 reasonable and adequate, and in the best interests of the Plaintiffs, Opt-in Plaintiffs,  
10 and members of the Settlement Classes, and directing consummation of its terms  
11 and provisions; (3) conditionally certifying the Settlement Classes for settlement  
12 purposes only; (4) appointing the Plaintiffs as class representatives who, together  
13 with Class Counsel, shall be authorized to act on behalf of all members of the  
14 Settlement Classes with respect to the claims asserted in the Litigation and this  
15 Settlement Agreement; (5) approving as to form and content the Settlement Notice  
16 and Claim Forms and authorizing the first-class mailing of the Settlement Notice  
17 and Claim Forms to all members of the Settlement Classes; (6) appointing the law  
18 firms of Shellist Lazarz Slobin, LLP; Baron & Budd, P.C.; and Napoli Shkolnik  
19 PLLC as Class Counsel for the Settlement Classes pursuant to Section 216(b) of  
20 the FLSA and Federal Rule of Civil Procedure 23; (7) appointing Kurtzman  
21 Carson Carlson, LLC, & Co (“KCC”) as the Claims Administrator; and (8) setting  
22 a sixty (60) calendar day deadline for the execution and return of fully completed  
23 Claim Forms, requests for exclusion, or objections; and (9) setting the final  
24 approval hearing date for March 5, 2018;

25 WHEREAS, the Court has before it Plaintiffs’ Unopposed Motion For Final  
26 Approval Of Collective and Class Action Settlement and Motion for Attorneys’  
27 Fees, Costs and Expenses (“Plaintiffs’ Motion”) and papers in support thereof,  
28 together with the Settlement Agreement and its Exhibits;

1           WHEREAS, the Court is satisfied that the terms and conditions set forth in  
2 the Settlement Agreement were the result of good faith, arms' length settlement  
3 negotiations between competent and experienced counsel for both Plaintiffs and  
4 Defendants;

5           WHEREAS, having reviewed and considered the Settlement Agreement and  
6 accompanying Exhibits, Plaintiffs' Motion, and the exhibits thereto, and other  
7 materials filed in support of Plaintiffs' Motion, and otherwise having heard and  
8 considered the argument of counsel, the Court makes the findings and grants the  
9 relief set forth below, giving final approval to the Settlement Agreement upon the  
10 terms and conditions set forth in this and entering final judgment;

11           WHEREAS, the Court has before it three Objections to the Settlement filed  
12 by Shala Nelson, Ashley Ingraham, and Adriana Ortega (ECF Dkt. No. 83, 89, &  
13 90;

14           WHEREAS, on February 28, 2018, Responses were filed to the Objections;  
15 and

16           WHEREAS, for the reasons cited in this Order after consideration of all  
17 pleadings filed, and arguments of Counsel and Objectors at the Final Approval  
18 Hearing, Objections ECF Dkt. No. 83, 89, & 90 lack merit and are therefore  
19 OVERRULED.

20 IT IS HEREBY ORDERED AS FOLLOWS:

21           1. Terms used in this Order have the meanings assigned to them in the  
22 Settlement Agreement and this Order.

23           2. The Court has jurisdiction over the subject matter of this action, including  
24 the claims asserted, the Plaintiffs, the members of the FLSA Settlement Class, the  
25 members of the State Law Settlement Classes, Defendants, and the  
26 implementation and administration of the Settlement Agreement pursuant to 28  
27 U.S.C. § 1331, 29 U.S.C. § 216(b) and 28 U.S.C. § 1367(a), including the following  
28 opt-in collective action settlement class pursuant to Section 216(b) of the FLSA

1 also preliminarily certified by the Court's October 30, 2017 and November 7, 2017  
2 Preliminary Approval Orders:

3 a. All current and former exotic dancers who worked at any Spearmint  
4 Rhino, Dames N Games and/or Blue Zebra location in the United States from any  
5 time starting three years before February 3, 2017 to the present;

6 And the following opt-out settlement classes pursuant to Fed. R. Civ. P. 23  
7 that were preliminarily certified by virtue of the Court's October 30, 2017 and  
8 November 7, 2017 Preliminary Approval Orders

9 a. All current and former exotic dancers who worked at any Spearmint  
10 Rhino, Dames N Games and/or Blue Zebra location in the State of California from  
11 any time starting four years prior to February 3, 2017 until the date the case  
12 resolves.

13 b. All current and former exotic dancers who worked at any Spearmint Rhino  
14 location in the State of Florida from any time starting five years prior to February 3,  
15 2017 until the date the case resolves.

16 c. All current and former exotic dancers who worked at any Spearmint Rhino  
17 location in the State of Idaho from any time starting three years prior to February 3,  
18 2017 until the date the case resolves.

19 d. All current and former exotic dancers who worked at any Spearmint Rhino  
20 location in the State of Iowa from any time starting three years prior to February 3,  
21 2017 until the date the case resolves.

22 e. All current and former exotic dancers who worked at any Spearmint Rhino  
23 location in the State of Kentucky from any time starting three years prior to  
24 February 3, 2017 until the date the case resolves.

25 f. All current and former exotic dancers who worked at any Spearmint Rhino  
26 location in the State of Minnesota from any time starting three years prior to  
27 February 3, 2017 until the date the case resolves.  
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1 g. All current and former exotic dancers who worked at any Spearmint Rhino  
2 location in the State of Oregon from any time starting three years prior to February  
3 3, 2017 until the date the case resolves.

4 h. All current and former exotic dancers who worked at any Spearmint Rhino  
5 location in the State of Texas from any time starting three years prior to February  
6 3, 2017 until the date the case resolves.

7 3. The Court finds, for purposes of settlement only, that the FLSA  
8 Settlement Class, as defined above, satisfies the requirements to be maintainable as  
9 a settlement collective action under 29 U.S.C. § 216(b), and that those members of  
10 the FLSA Settlement Class who opted into the settlement class as defined in the  
11 Settlement Agreement constitute the Final FLSA Settlement Class, as defined in  
12 the Settlement Agreement.

13 4. The Court finds, for purposes of settlement only, that the State Law  
14 Settlement Classes, as listed and defined above, satisfy the requirements of Fed. R.  
15 Civ. P. 23(a) and are maintainable under Rule 23(b)(3), and that those members of  
16 the State Law Settlement Classes who did not timely and validly exclude  
17 themselves from the class in compliance with the opt-out and exclusion procedures  
18 set forth in the Settlement Agreement constitute the Final State Law Settlement  
19 Classes, as that term is used in the Settlement Agreement.

20 5. Together, the FLSA Settlement Class and the State Law Settlement  
21 Classes shall be referred to herein as the Final Settlement Classes and are finally  
22 certified, for final settlement purposes only, to effectuate the terms of the  
23 Settlement Agreement.

24 6. The Settlement Notice, as authorized by the Preliminary Approval Order,  
25 and as disseminated by the Claims Administrator, adequately informed members of  
26 the Settlement Classes of, among other things, the terms of the Settlement  
27 Agreement, the process available to them to obtain monetary relief, and informed  
28 members of the State Law Settlement Classes of their right to exclude themselves



1 from the Settlement Agreement and to pursue their own remedies, as well as their  
2 opportunity to file written objections and to appear and be heard at the Final  
3 Approval Hearing. The Settlement Notice also adequately informed members of  
4 the Settlement Classes of a toll-free number for the Claims Administrator and a  
5 website at which they could access additional information regarding the case and  
6 the proposed Settlement Agreement. The Court hereby finds that the Settlement  
7 Notice provided satisfied the requirements of Fed. R. Civ. P. 23(e)(1)(B).

8         7. The Court hereby approves the proposed Settlement Agreement and finds  
9 that the settlement is fair, reasonable and adequate with respect to the Defendants,  
10 Plaintiffs and all members of the Settlement Classes. The Court finds that  
11 sufficient investigation, research and litigation have been conducted such that  
12 counsel for the parties are able to evaluate their respective risks of further litigation,  
13 including the additional costs and delay associated with the further prosecution of  
14 this action. The Court further finds that the Settlement Agreement has been  
15 reached as the result of intensive, arms'-length negotiations, including mediation  
16 with an experienced third-party neutral.

17         8. In accordance with the Settlement Agreement, Defendants shall provide  
18 to the Claims Administrator funds equal to the Net Settlement Amount, as defined  
19 in the Settlement Agreement, within five (5) days of the "Effective Date" as  
20 defined in the Settlement Agreement. Also in accordance with the Settlement  
21 Agreement, the Claims Administrator shall mail Settlement Payments to  
22 Claimants, and Service Payments (if applicable), along with a copy of the Final  
23 Approval Order thirty days following the "Effective Date" as defined in the  
24 Settlement Agreement.

25         9. Class Counsel shall be awarded 20% plus costs and expenses (\$1,700,000  
26 plus costs and expenses of \$19,646.86 for a total of \$1,719,646.86) from the total  
27 Settlement Amount (\$8,500,000.00) for fair and reasonable attorneys' fees, costs  
28 and expenses incurred in the prosecution of this litigation. Attorneys' fees and



1 costs awarded by the Court shall be paid by Existing Clubs to Class Counsel, with  
2 the first payment being made within thirty (30) days of the Effective Date and shall  
3 be paid in not less than six equal monthly installments. Interest shall not accrue on  
4 any amount awarded by the Court if payment is timely made under this Section. At  
5 least twenty days prior to the Effective Date, Class Counsel shall unanimously send  
6 Defendants' Counsel instructions (signed by one representative from each of the  
7 Class Counsel law firms) as to how the attorneys' fees and costs awarded by the  
8 Court shall be disbursed. If no such letter (and a corresponding W-9) is received by  
9 5 p.m. on the twentieth day before the Effective Date, the amount of attorney fees  
10 and costs awarded by the Court will be deposited as set forth in this Paragraph into  
11 the trust account of Lead Class Counsel and the funds will only be disbursed to  
12 Class Counsel based on joint instructions by all Class Counsel to Lead Class  
13 Counsel instructing on the manner, amount and timing of payments and identity of  
14 payee(s) of the funds. The Claims Administrator shall also be paid its Settlement  
15 Expenses from the Gross Settlement up to \$85,000.00 (less any pre-payment  
16 provided).

17 10. Service Payments, as set forth in the Settlement Agreement, are  
18 approved for Plaintiffs Byrne, Bracy, and Disla, in the amount of \$2,500.00 each,  
19 due to their performance of substantial services for the benefit of the Settlement  
20 Classes. Such Service Payments are to be paid from the Gross Settlement Amount,  
21 as specified in the Settlement Agreement.

22 11. The Court finds and determines that the payments to be made to the  
23 Plaintiffs and Claimants, as provided in the Settlement Agreement are fair,  
24 reasonable and adequate, and gives final approval to and orders that those  
25 payments be made to Claimants and Plaintiffs.

26 12. The Court finds that the releases as provided in the Settlement  
27 Agreement are fair and reasonable and gives its final approval to such releases.  
28 Effective as of the "Effective Date," as that term is defined in the Settlement

1 Agreement, Plaintiffs and all Releasing Persons hereby forever completely settle,  
2 compromise, release, and discharge the Released Persons from any of the Released  
3 Claims as defined in Section 9 of the Settlement Agreement. See ECF Dkt. No. 64-  
4 1.


5 13. All members of the Settlement Classes who submitted a claim form or did  
6 not opt out of the Settlement Agreement shall release all Released Claims,  
7 including all claims under PAGA, pursuant to the Settlement Agreement.

8 14. The Court finds that, pursuant to the requirements of the Class Action  
9 Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715(b), Defendants properly paid  
10 for and sent the CAFA Notice to the appropriate federal and state officials.

11 15. This Court enters final judgment on and hereby dismisses the Litigation  
12 on the merits and with prejudice, and without costs to any of the parties as against  
13 any other settling party, except as provided in the Settlement Agreement.

14 16. The Court retains jurisdiction over this Litigation and the Parties to  
15 administer, supervise, interpret and enforce the Settlement Agreement and this  
16 Order.

17  
18 Dated: December 13, 2018

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21   
22 THE HONORABLE JESUS G. BERNAL  
United States District Judge  
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